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Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation;)
)
Plaintiffs,)
)
vs.)
)
GERALD ARMSTRONG; MICHAEL)
WALTON; THE GERALD ARMSTRONG)
CORPORATION, a California)
for-profit corporation; DOES)
1 through 100, inclusive,)
)
Defendants)

No. 157 680

DECLARATION OF GERALD
ARMSTRONG IN SUPPORT OF
SOLINA WALTON'S OPPOSITION
TO SCIENTOLOGY'S MOTION TO
REOPEN DISCOVERY

Date: 12/16/94
Time: 0900
Dept: 1
Trial Date: 5/18/94

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DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am a defendant in the case of Church of Scientology International v. Gerald Armstrong, Michael Walton and The Gerald Armstrong Corporation, Marin Superior Court case no. 157680.

2. I am making this declaration in support of Solina Walton's opposition to Scientology's motion to complete discovery, and to correct misrepresentations made by Scientology lawyer Laurie Bartilson in her motion and her declaration in support thereof.

3. Ms. Bartilson states that "Armstrong ... agreed that discovery in the breach and fraudulent conveyance actions may continue..." (Scientology's Memorandum of Points and Authorities, fn 1, at 2:27-28) Ms. Bartilson cites to the stipulation and order changing venue filed in the Los Angeles action September 1, 1994. (Ex. A to Bartilson declaration) This stipulation, however, refers only to discovery continuing in the Los Angeles case while transfer is pending. It does not refer to discovery continuing in the Marin case. In fact discovery had been closed in the Marin case before the stipulation and order was signed by Judge Horowitz and the Los Angeles case transferred.

4. It was never my intention, nor expectation that transfer of the Los Angeles case would result in discovery in the Marin case being reopened. Scientology at no time asked that I agree to reopen discovery in the Marin case, and I would never have agreed if it had asked.

5. Scientology claims that I received no compensation for my conveyance of the house on Fawn Drive in Sleepy Hollow now occupied by Michael and Solina Walton (Scientology's Opposition at 2:8-10). This is not true. As a direct result of my willingness to follow God's Guidance, from which the idea of giving away my worldly wealth at that time flowed, I have been given compensation, even excluding the spiritual blessings promised in the Bible, far beyond what I imagined. From that willingness and act have come, inter alia, the removal of my financial responsibility for the house, a body of my literature worth millions of dollars, and final victory over the Scientology organization in its attacks on me and countless innocent people, which victory itself is worth millions of dollars.

6. I have dealt with the Scientology organization in the legal arena for over twelve years and am an expert in Scientology fraud and its basic philosophy of opportunistic hatred the organization's founder L. Ron Hubbard called "fair game." An aspect of "fair game" is, pursuant to the dictates of Hubbard and his replacement David Miscavige, use of the legal system to harass its targeted enemies. Scientology manufactured the "fraudulent conveyance" conspiracy out of whole cloth as a vehicle to attack me and to attack my friend Michael Walton to get to me. Scientology is attempting to add an attack on Solina Walton for the same purpose. Scientology's plan is very clear: make plenty of false charges, manufacture lots of threat, drive up litigation costs, drive a wedge between me and my friends,

render me dangerous to befriend, isolate me, and bring pressure on me to "settle" according to Scientology's diabolical terms. This is exactly what the organization did in its earlier cases against me and is a standard organization abuse of the justice system. In fact Scientology was able to obtain the "settlement agreement" on which it bases all its present litigation against me by the same technique. It threatened my friends, the witnesses in my case, and carried out a vicious fair game campaign against my then lawyer Michael Flynn. Finally Mr. Flynn capitulated, brought pressure on me and arranged to have my friends and witnesses pressure me. Scientology's diabolical December, 1986 "settlement agreement" was the result.

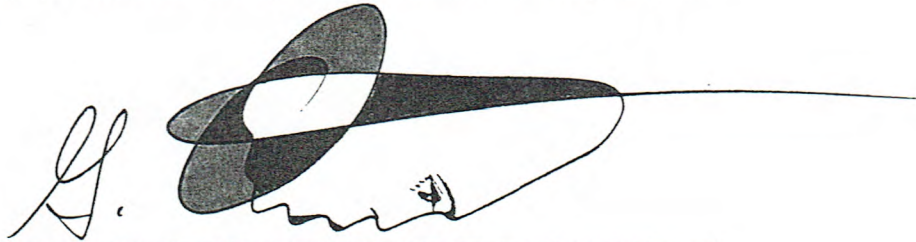
7. Scientology is attempting to add Solina Walton into its fraudulent lawsuit not merely to obtain legitimate discovery. Its purpose is to open her, her family, friends and business up to "investigation" by Scientology's notorious private investigators and intelligence operatives. These people are dishonest and dangerous. "Investigations" by Scientology's agents and operatives are meant to be threatening. Scientology wants to maximize its threat of the Waltons to maximize its chances to get to me.

8. Our judicial system is susceptible to being abused by an entity like the Scientology organization with the intent to abuse and the money to do so. Our system ought to have the corresponding backbone to tell such an abusive entity to take its abuse elsewhere. Scientology is attempting to add Solina Walton

as a defendant and subject her to "discovery" to further its
abuse. It should be stopped.

I declare under the penalty of perjury under the laws of the
State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on December 14, 1994.

A handwritten signature in black ink, consisting of a stylized 'G' followed by a large, sweeping loop that extends to the right and then curves back down. The signature is written over a horizontal line.

GERALD ARMSTRONG